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MAY 11 11 37 AM 1964

Van
Brunt
& Company

355 LEXINGTON AVENUE
NEW YORK 17, N. Y.
MURRAY HILL 7-0770

REGISTRATION SECTION

ADVERTISING-MARKETING INCORPORATED

May 5th, 1964

Mr. James Allan Bernson
230 Park Avenue
New York, N.Y. 10017

REGISTRATION No. 1704

Dear Jim:

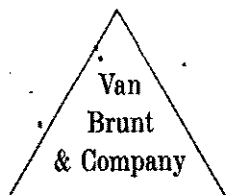
Attached is a copy of our agreement with the BARBADOS TOURIST BOARD. It outlines the method of payment and the services which we render. The same agreement is applied for the BARBADOS DEVELOPMENT BOARD and the EUROPEAN TRAVEL COMMISSION. However, actual written agreements have not been prepared for those organizations.

The following is the information on estimated expenditures for the three organizations for 1964:

The BARBADOS TOURIST BOARD has an overall budget of \$50,000 for space advertising and production of their advertisements. In addition, they are paying a fee of \$1,000 per month to cover all their Public Relations activities. The Public Relations work is subcontracted by us to PETER ROTHHOLZ ASSOCIATES, INC., 355 Lexington Avenue, N.Y. 10017. It is my understanding that Rothholz has filed his own registration certificate.

The BARBADOS DEVELOPMENT BOARD has an overall advertising and production budget of \$25,000. In addition to that, \$12,000 has been allocated for Direct Mail advertising - including the production of mailing pieces and U.S. postage.

Furthermore, a Public Relations fee of \$500 per month has been agreed to. The Public Relations is being subcontracted by us to PETER ROTHHOLZ ASSOCIATES, INC. as in the case of the BARBADOS TOURIST BOARD.



ADVERTISING-MARKETING INC.

Mr. James Allan Bernson

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For the EUROPEAN TRAVEL COMMISSION, we simply prepare and place the advertising. A budget of approximately \$50,000 has been allocated for 1964.


I hope this information satisfies the requirements for filing.

Best regards.

Cordially,

VAN BRUNT & COMPANY, INC.

ADVB:evd
Encl.


Albert D. Van Brunt
President



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ADVERTISING-MARKETING INC.

AGREEMENT
REGISTRATION SECTION

VAN BRUNT & COMPANY
Advertising-Marketing, Inc.

REGISTRATION No. 1704

BARBADOS TOURIST BOARD

We are pleased to accept the appointment as the advertising, merchandising and promotion agency for the BARBADOS TOURIST BOARD, and look forward to a long, pleasant and mutually profitable association. One of the best foundations for such an association, we believe, is an understanding at the outset of all services to be rendered, areas of responsibility and of all arrangements, including methods of compensation and the details of billing procedures.

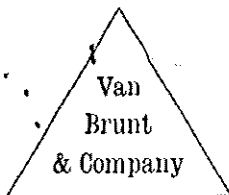
We will, of course, devote our best efforts to your interests. In return, you agree to aid us by making available to us needed information and to cooperate in every reasonable way to expedite our work. This is a team operation: client and agency working together.

Agency services will consist of planning, preparing, placing, checking and paying invoices for advertising which you authorize us to place through advertising media, such as consumer and business publications, newspapers, magazines, billboards, car cards, radio, television, etc., as well as the planning, writing and production of such collateral services and materials as direct mail, visual sales aids, research, etc., on which you request or authorize us to work.

In consideration for the commissions earned from media in which we place your advertising, we will render the following specific services:

Advisory. The account will be under the direct supervision of Albert D. Van Brunt, President, who will keep in close touch at all times with the policies and details of your advertising and promotion problems. Our organization will be at your disposal for advertising problems, promotion plans, etc. so as to assure you the full benefits of our specialized knowledge and experience.

Creative. Through its creative staff and under the supervision of a principal, the agency will furnish plans, ideas, rough layouts and text for advertising to be placed by it and, on your approval, will initiate and purchase necessary art work and mechanical production.



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BARBADOS TOURIST BOARD

Purchasing. Based on your approval of these advertising plans, we will contract for magazine, newspaper or other space or time, purchase all required illustrations, engravings, electrotypes, composition and all other mechanical services required for the manufacture of the advertisements. We will forward copy, plates, etc. to the various media, check proofs and insertions, check invoices and, where our records prove their proper execution, bill you for items as authorized by you.

Collateral Services

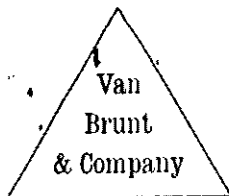
Research. A primary function of the agency is to gain information which will be of value to the preparation of the client's advertising; checking its effectiveness and evaluating its results. This includes the researching of facts and figures on marketing, competitive advertising, etc. basic to advertising copy.

Library research is normally at no extra cost to client, except in such cases where outside expense is involved and authorized by the client.

There is no charge for research consultation or the interpretation of research information, except under such client-authorized procedures involving special statistical and tabulation work.

If and whenever it is desired by you that we also prepare and handle special market surveys, readership studies, etc., we will do so; supervising the planning and preparation of the studies, securing estimates for you, and following through on the complete 'production' of the survey questionnaires, mailings, interviews, tabulations, etc., checking costs, handling billing, etc.

Direct Mail, Presentations, Sales Aids, etc. The coordination of selling aids, direct mail, merchandising and space advertising is an important part of every advertising program. As part of our regular services, we will prepare such mailings, booklets, presentations, slide films and motion pictures, merchandising materials, fact files, data sheets, pamphlets, broadsides, catalogs, premiums, etc. called for in the promotion plans proposed by you or by us. Our services



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will include planning, copy, production, purchasing, supervising outside work, checking invoices, handling billing, etc. In addition, we are prepared to supervise the maintenance and development of your mailing lists, and the storage and handling of your collateral materials.

Charges and Billing Procedures. The two fundamental principles on which the client-agency-media financial relationship is based are: first, that the advertising agency shall finance its own services but not the advertising of its clients; second, that the advertising agency is held solely liable by media for payment.

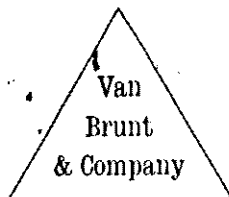
Therefore, as is the usual custom, payments for media bills are due and payable by clients in time for us to meet the discount dates of media, on dates stated on our invoices. So that you will have sufficient time to audit and pay invoices, billing and due dates are as follows:

Newspapers. Invoices are rendered by the agency on the last day of each month covering the space ordered for advertisements which appeared during that month. Payments are due in ten days and cash discounts equal to that allowed the agency by the newspapers are offered to the client subject to payment by the due dates indicated on the invoices.

Magazine and Business Publication. Magazine space is billed in advance, from approved schedules, and payments are to reach the agency on or before the publication's closing date. Cash discounts equal to that allowed the agency by media are offered to the client subject to payment by the due dates indicated on the invoices.

Radio and TV. Radio and Television advertising is billed in advance for both time and talent on the 10th of the current month, and payable on the 20th.

Outdoor and Transportation Advertising. The agency will invoice the last day of the month for the following month's service. Payments are due on or before 10 days from dates of invoices.



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Rates. Where media allows 15% agency commission against card rates, we will bill you, and you agree to pay us, at card rates in effect at the time of purchase. Where less than customary 15% commission is allowed by media, we will bill you at an adjusted figure which gives us a margin equivalent to 15% of the total amount billed to you. Where more than 15% commission is allowed by media, as in Outdoor, we will receive such standard commissions and bill you at card rates in effect at time of purchase. In those exceptional cases where media allow no commission, we will consider this price to be 85 per cent of your total cost and add 17.65% to that figure, thus arriving at a commission approximately equal to 15% on the total amount.

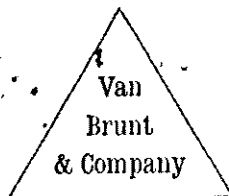
If, in any medium with a graduated rate schedule, you should use less space than contracted for, we shall bill you whatever difference there is on the short rate basis. Conversely, if you use more space than contracted for and earn a lower rate, we shall refund or credit you the difference, if any, allowed us by the medium.

Advertising Production. All art work, engravings, typography, electrotyping, mats or other production costs incident to space advertising, will be billed at cost plus earned commissions equivalent to 15% (17.65). Postage and shipping costs will be billed at the agency's cost without commission.

Estimates will be provided in advance on all mechanical jobs.

Job tickets and strict cost accounting procedure, including time charges, are kept on an individual job basis. All charges for art and production will be billed upon completion of the individual jobs. Terms for all production invoices are net ten days. However, when a job extends over a unusual period of time, a schedule of partial payments -- as various phases of the work are completed -- is customarily arranged.

Radio and Television production and other items incident thereto, will be billed to client at agency's net cost, plus earned commissions, equivalent to 15% (17.65%). If quoted to the agency at a gross rate, including 15% agency commission, they will be billed at that gross rate.



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Expenses incurred by the agency on the client's account for packing, shipping and delivery; for cable, telegraph and long distance telephone (in instances of abnormal expense); for sales taxes; and for authorized travel will be billed at the agency's cost without commission.

Collateral Project Production. Direct mail, presentations, films, research will be estimated and billed on a per-job basis. Cost for art and other creative services, such as script writing, will be agreed upon in advance. Production, including such items as printing, photographing, recording, interviewing, tabulating, etc., will be billed at actual cost plus 17.65%. All charges will be billed on completion of the job and terms are net ten days. However, if a special project will run over an extended period of time, a schedule of partial payments is customarily arranged.

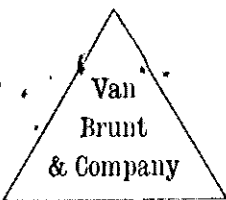
Service Fees. Service fees and retainers, if any, will be billed on the first day of each month, in advance, unless otherwise specifically agreed upon.

Examination of Records. It is understood that you may, at any time during the life of this agreement, and upon reasonable notice, examine our files, books, and records, pertaining to the handling of your advertising.

Term of Agreement

While we enter client-agency relationships with the full expectation that they will continue indefinitely without need for further renewal, the usual understanding is that they are non-cancellable for the first three months and that either party is free to cancel at any time thereafter upon ninety (90) days' written notice.

In the event of termination of this appointment, it is agreed that the agency will receive its regular commission on all radio and television advertising which is aired during the 90-day notification period, and on all printed media having closing dates during the same period, even though material other than that prepared by the agency should be used. The agency will bill the adver-



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tiser as provided herein for all other advertising materials and services
authorized by the advertiser, and procured or performed by the agency.

This agreement will become effective on: _____

Signed: **VAN BRUNT & COMPANY**
Advertising-Marketing, Inc.

By: _____

Title: _____

Date: _____

Accepted: **BARBADOS TOURIST BOARD**

By: _____

Title: _____

Date of Acceptance: _____